

SALE CONTRACT FOR FCA DELIVERY

No..... / / Date: 06 Sep 2026

This Sales & Purchase Contract ("CONTRACT") Is made and entered into on 06 Sep 2026 by and between:

Arfa Iron & Steel Co.

(Hereinafter referred to as "SELLER" or "ARFA")

Address: No 69, Soltani St, Nelson Mandela Blvd, Tehran, IRAN
Postal Code: 1967743780
E-mail: sales@arfa-co.com

.....
(Hereinafter referred to as "Buyer")

E-Mail:

SELLER/ARFA and **BUYER** are sometimes referred to individually as 'PARTY' or collectively as 'PARTIES'.

- 1. CONTRACT PERIOD:** This CONTRACT shall be effective upon full payment of 20% of the total Value as per the requirements of Clause 14 hereunder and P/I therewith. As of the effectiveness of this CONTRACT as such, this CONTRACT shall be valid maximum two (2) months thereafter.
- 2. DESCRIPTION OF GOODS:** Prime Continuous Cast Steel Billet.
- 3. QUANTITY:** MT ($\pm 5\%$ at the seller's option)
- 4. Surface and Quality condition:** as per Annex No. 1.
- 5. SIZE AND QUALITY:**

Grade: **3SP, 5SP**

Size: **150X150mm (+/-5mm) X 12000 mm (+/-100mm),**
200X200mm (+/-5mm) X 12000 mm (+/-100mm),

Parameter	3SP	5SP
C:	0.18 - 0.23 %	0.28 - 0.35 %
Mn:	0.65 – 0.8%	0.65 - 0.95 %
Si:	0.15 – 0.3 %	0.15 - 0.35 %
P:	0.045 % Max	0.035 % Max
S:	0.05% Max	0.040 % Max
Cu/Cr/Ni:	-	-
Cu+Cr+Ni:	-	-

- 6. MARKING:** Heat number+ Color marking, if requested shall be advised 13 Sep 2026.
- 7. PACKING:** Loose.
- 8. DESTINATION:** to be advised by BUYER prior to truck nomination.
- 9. DELIVERY TERM:** FCA Arfa Iron and Steel Company, Yazd Iran (INCOTERMS 2020).
- 10. UNIT PRICE:** USD/MT.
- 11. TOTAL VALUE:** USD.
- 12. DELIVERY TIME/CARGO READINESS DATE:** Mid October 2026

13. TERM OF PAYMENT: 100% cash under the breakdown below:

1) Twenty percent (20%) within five (5) Iranian working days from the PI date.

⇒ In case of BUYER's non-fulfillment of its contractual undertakings, five (5%) of which is not refundable to the BUYER. Such retention is regarded as the performance guarantee.

2) Eighty percent (80%) upon the seller's announcement should be paid prior to the trucks dispatching the delivery point. If the buyer fails to pay 80% during the contract period under item 1, this contract shall be null and void without the need for any legal or administrative action and the seller is allowed to take 5% for its own benefit and does not return it to the buyer, and in addition sell the goods to any third party.

For the avoidance of doubt, any and all charges whatsoever nature shall be indisputably borne and paid by BUYER and be on his account arising out of or in connection with any changes in payment schedule and conditions thereupon.

3) After 30 days from announcement of cargo readiness date by the seller, the buyer is obliged to settle the total amount of issued CI (Commercial invoice) and providing proper truck, otherwise a 0.25% (from total amount of issued commercial invoice) penalty will be calculated for the buyer for each day, the buyer must settle the mention penalty while settlement of this contract.

Note: The maximum penalty will be calculated up to ten percent (10%) of total amount commercial invoice.

⇒ All contractual payments have to be made in USD, EUR (Seller's Option).

⇒ The exchange rate of currency is based on www.xe.com on payment date.

14. OTHER TERMS & CONDITIONS: As per Annex No. 3 attached hereto.

15. FORCE MAJEURE: Should at any time during the existence of this contract either party is unable to perform in whole or in part of any obligations under this contract because of ICC Force Majeure Clause 2020, then the date of fulfillment of any obligation under this contract shall be postponed by a period of two weeks only, after that, both parties are obliged to do their obligations under this contract unless a further extension to be mutually agreed. Should the events of Force majeure lasts 30 days, each party has the right to terminate this Contract.

16. Governing Law & Dispute Settlement:

All Disputes or claims arising out of or in connection with this contract, including any question regarding its existence, validity, termination, breach or interpretation, shall be settled by arbitration administered by the Arbitration Centre of Iran Chamber (ACIC) in accordance with the Arbitration Rules of the Arbitration Centre of Iran Chamber (ACIC RULES). This arbitration clause shall be treated as an agreement independent of this contract and shall in any case be binding.

17. Confidentiality:

All data and information contained herein shall be tread as the confidential information and PARTIES shall duly observe this requirement.

18. Miscellaneous:

13.1. Submission of any documents required for implementation of this CONTRACT and documents therewith shall be prepared in advance and hinges upon SELLER's confirmation.

13.2. BUYER shall perfectly comply with all applicable banking regulations appurtenant to payment procedure.

13.3. BUYER shall not assign its rights and obligations herein without prior written consent of SELLER.

13.4. No modification, amendment and addendum whatsoever nature shall have legal effect unless agreed by SELLER and BUYER in writing.

19. DOCUMENTS PRIORITY: This CONTRACT, Annexes herewith and P/I shall entirely be considered as the integral, interrelated, and indispensable legal instruments concluded by and between PARTIES and supersedes any oral or written contract/representation that may have been made by SELLER or BUYER.

IN WITNESS WHEREOF, PARTIES have executed this CONTRACT by their authorized representatives in nineteen (19) Clauses, one (1) appendix and two (2) originals, one (1) for each PARTY, having equal legal validity on the date hereof as the Effective Date.

SELLER
Arfa Iron & Steel Co.

Mostafa Chamran
Sales and Marketing Deputy
06 Sep 2026

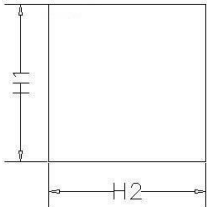
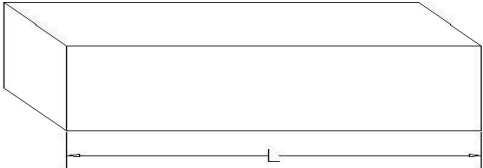
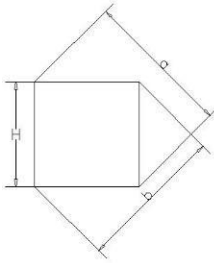
BUYER
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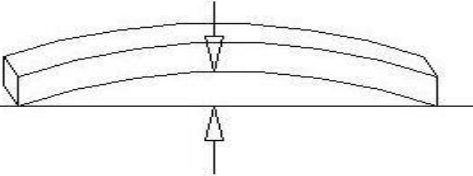
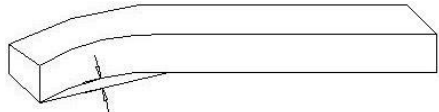
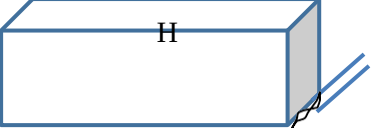
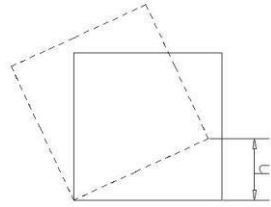
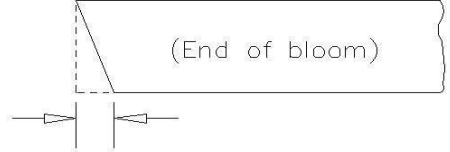
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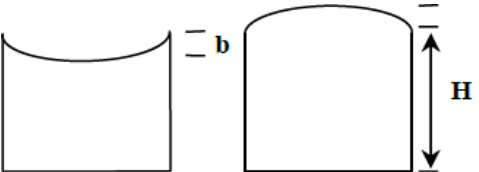
Physical quality conditions of steel billets

(ANNEX 1)

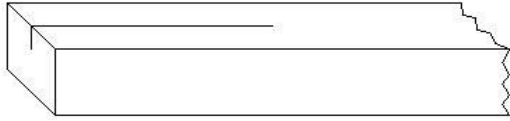
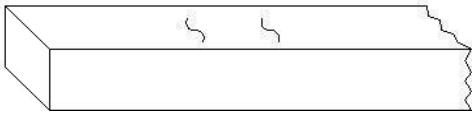
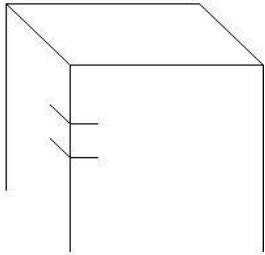
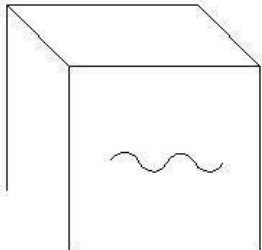
Surface Defects of Billet Shape

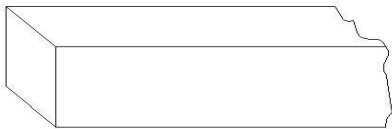
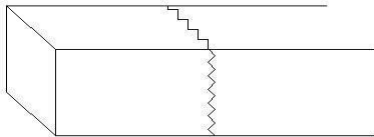
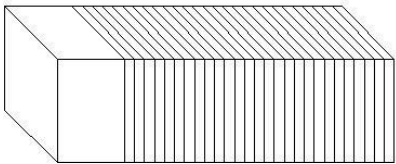
Inspection Items (area)		Acceptance range	Remarks
1. Cross sectional dimension		H1 or H2 $\pm$ 3 % of nominal size	-
2. Length		L = $\pm$ 100 mm tolerance for all lengths	-
3. Rhomboid difference in diagonal length		$a - b \leq H \times 5\%$ Where H: Nominal size	-

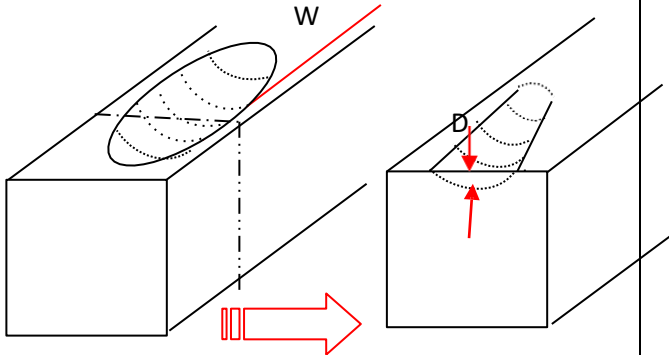
Inspection Items (area)		Acceptance range	Remarks
4. Bend a) bend in whole length b) Bend per meter c) Bend in a part of length	 	a) Max 40 mm/5 m Max. 80 mm/whole length (12m) b) Max 8 mm/m c) Max 8 mm/m	-
5. cutting burr		$h \leq 5mm$	-
6. Twist (Torsion)		h: Max: 2 mm/m h: Max: 25 mm/12 m or Max: 0.5°/m Max: 9°/12m	-
7. Inclination (Slope)	 (End of bloom)	Max 15 mm	-

Inspection Items (area)	Acceptance range	Remarks
8. Corner radius of end	 (End of bloom) Max 10 mm	-
9. concavity	 b (max) = 2 % of nominal size (H)	-

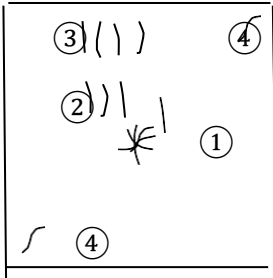
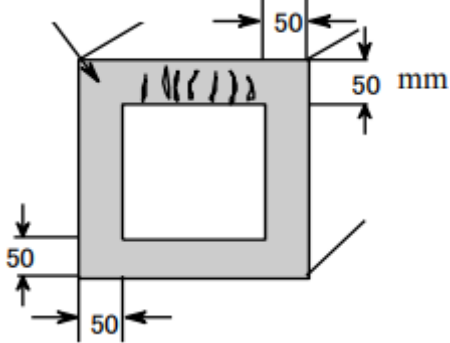
Surface Defects of Billet
Crack, Scum, Blow Holes / Pin Holes, and Marks

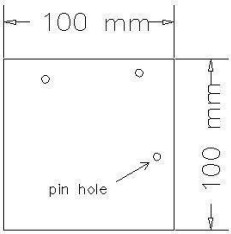
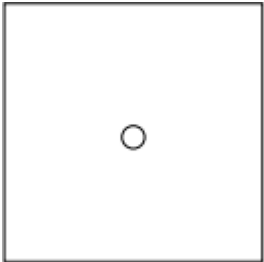
Inspection Items (area)		Acceptance range	Remarks
1: Longitudinal crack		maximum depth = 3 mm	-
2. Transverse crack		maximum depth = 3 mm	-
3. Transverse corner crack		maximum depth = 3 mm	-
4. Entrapped scum		maximum depth = 6 mm	-

Inspection Items (area)		Acceptance range	Remarks
5. Pin holes		maximum depth of pin holes = 3 mm	When pin holes are found, hand scarfing will apply Accept under the condition of: - No. of pinholes in scarfed area is less than 10 (maximum length of scarfed area is 50 cm)
6. Casting arrest marks		Not allowed	-
7. Oscillation marks		maximum depth of Oscillation marks = 3 mm	-

Inspection Items (area)		Acceptance range	Remarks
8. Hand scarf mark		$W/d \geq 6$ Maximum depth of scarf (d) = 3 mm Maximum length of scarfed area = 50 cm	-

Internal Defects of Billet

Inspection Items (area)	Acceptance range	Remarks	
1. Axial star crack 2. Intermediate crake 3. Subsurface crack 4. Diagonal crack	 (Transverse section)	For crack 1: Maximum length or diameter = 5 mm For cracks 2, 3 and 4: Maximum length = 5 mm	-
5. blow hole	 (Transverse section)	Not allowed	-

6. pin hole	 (Transverse section)	Maximum number of pin holes in transverse section = 10 pin holes in 100 cm ²	-
7. central pipe (shrinkage hole)	 (Transverse section)	Maximum diameter = 2 mm	-

SELLER
Arfa Iron & Steel Co.

Mostafa Chamran
Sales and Marketing Deputy
06 Sep 2026

BUYER
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